



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 26, 2024

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His Excellency, Governor Christopher T. Sununu
 and The Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Program Administration (VC #315187-B083), Durham, NH, in the amount of \$22,992 to perform laboratory analysis of shellfish samples for *Vibrio parahaemolyticus* presence and genetic characteristics, effective upon Governor and Council through December 31, 2024. 100% General Funds.

Funds are available in the account as follows with the ability to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
03-44-44-442010-1523-102-500731	\$10,885	\$12,107
Dept. Environmental Services, Shellfish Protection Program, Contracts for Program Services		

EXPLANATION

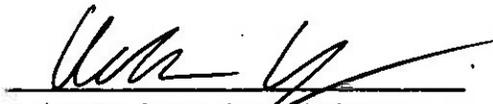
NHDES requests approval to enter in a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (UNH), Department of Natural Resources and Marine Sciences. UNH was selected because it operates the only local laboratory with the capacity to manage the sampling requirements and the ability to provide the genetic testing needed for the study. In recent years, the commercial oyster aquaculture industry in New Hampshire has grown significantly, from two licensed sites in 2010 to 32 licensed sites in 2024. *Vibrio parahaemolyticus* (Vp) is a naturally occurring bacteria that is becoming an emerging public health issue for shellfish harvested in the northeastern United States. Some strains of Vp are pathogenic, and consumers of raw shellfish are at the greatest risk for becoming ill, especially in the warmer summer months when the bacteria seem to be more prevalent. In recent years, Vibrio-related illness outbreaks origins have been traced to shellfish harvest areas in Connecticut and Massachusetts, triggering summer harvest closures in those areas. An evaluation of current Vp levels in New Hampshire oysters is needed to develop baseline information, assess risk, and inform management strategies to help mitigate the risk to protect shellfish consumers as well as the shellfish industry.

This agreement provides funds for the University of New Hampshire, Department of Natural Resources and Marine Science (NRMS), to conduct laboratory analyses of oyster samples collected as part of an interagency Vp monitoring program in the summer and fall of 2024. NRMS will provide sample collection and testing for up to 36 oyster samples collected from two locations in the Great Bay Estuary. Additionally,

NRMS will provide testing for up to 16 oyster samples collected by the NHDES from a commercial oyster farm during the summer and fall months. NRMS will analyze samples for Total Vp Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (*tdh*) and/or the *tdh*-related hemolysin gene (*trh*), which are regarded as possible indicators of pathogenicity. Testing for *Vibrio vulnificus* will also be performed, as National Shellfish Sanitation Program requirements stipulate annual evaluation for this species of *Vibrio* as well.

Total project costs are budgeted at \$22,972. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


For Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/24**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: 2024 NHDES Shellfish Vibrio Analyses

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Chris Nash
 Address: NHDES
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 603-559-1509

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd.
 Durham, NH 03824
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Chris Nash
 Address: NHDES
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 603-559-1509

Campus Project Director

Name: Stephen H. Jones
 Address: Nat. Resources & Marine Science
 114 James Hall
 Durham, NH 03824
 Phone: 603-862-5124

F. Total State funds in the amount of \$22,992 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, _____ have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Pre-Award Compliance
Signature and Date: Karen Jensen Digitally signed by Karen Jensen
Date: 2024.03.01 11:04:18 -0500'

By An Authorized Official of:
Department of Environmental Services
for Name: Robert R. Scott
Title: Commissioner
Signature and Date: *Adm Ly* 03/25/2024

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: *J. Harrison* 4/1/2024

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** 2024 NHDES Shellfish Vibrio Analyses
- B. **Project Period:** April 1, 2024 through December 31, 2024
- C. **Objectives:** The objectives of this project are to analyze samples of oyster tissue collected from various sites in coastal New Hampshire for *Vibrio parahaemolyticus* (Vp) and *Vibrio vulnificus* (Vv) (total MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh), which are regarded as possible indicators of pathogenicity for Vp.
- D. **Scope of Work:** Monthly sampling will occur at Nannie Island in Great Bay and at a natural oyster bed in the Oyster River. These two sites provide for assessment of *Vibrio* populations at sites that both differ in ecosystem conditions and that represent the most significant areas in the NH Seacoast where *Vibrios* are present. Monthly sampling will occur from April through December.

Sampling will be coordinated with GBNERR and PREP sampling events to allow for use of their collection of water condition data using data sondes and other water quality assessment devices and water sample analyses. These data are also key information that has allowed for identification of indicator conditions of *Vibrio* population dynamics and potential risk to human health.

UNH will provide testing for up to 36 oyster and water samples collected by the UNH/NREN in accordance with a sampling schedule consisting of preselected days/times and harvest conditions, during the period of April 2024 through December 2024. UNH will analyze up to 36 oyster and water samples for Total Vp and Vv Most Probable Number (MPN) using a qPCR approach and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh). NREN will extend the analysis for all samples and Vp isolated strains that are tdh-positive for detection of strains that are actual pathogenic strains (ST 36 and 631).

Additionally, NREN will provide testing for up to 16 oyster samples collected by the NH Department of Environmental Services from a Little Bay commercial oyster farm in accordance with a sampling schedule consisting of preselected days/times and harvest conditions, during the period of July 2024 through September 2024. NREN will analyze up to 16 oyster samples for Total Vp and Vv Most Probable Number (MPN) and for the presence of thermostable direct hemolysin gene (tdh) and/or the tdh-related hemolysin gene (trh).

- E. **Deliverables Schedule:** Reports. Campus Project Director shall provide electronic results (Microsoft Excel) on a monthly basis to the State Project Director. Test results should be reported at the end of each month, following a format to be provided by the NH Department of Environmental Services. Campus Project Director shall submit a Final Report due by December 31, 2024 (one print copy and an electronic version in PDF format) documenting the results of the project. The Final Report shall include a final budget summary.
- F. **Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice by 6/30/24, 9/30/24 and 12/31/24. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 10,800	\$ 0	\$ 10,800
2. Employee Fringe Benefits	\$ 2,734	\$ 0	\$ 2,734
3. Travel	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$ 4,714	\$ 0	\$ 4,714
5. Equipment	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs	\$ 4,744	\$ 0	\$ 4,744
Subtotals	\$ 22,992	\$ 0	\$22,992
In Kind Contribution		\$ 0	\$ 0
Total Project Costs:			\$22,992